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Henry & J. P. B. Gratiot.

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Report No. 591.

[To accompany bill H. R. No. 470.]

HOUSE OF REPRESENTATIVES.

HENRY & J. P. B. GRATIOT.

MAY 4, 1848.

MR. JOHN A. ROCKWELL, from the Committee of Claims, made the following

REPORT:

The Committee of Claims, to whom was referred the petition of John P. B. Gratiot, and the legal representatives of Henry Gratiot, deceased, report as follows:

The petitioners represent that, in the year 1826, said Henry Gratiot and John P. B. Gratiot commenced the mining and smelting business at a place called "Gratiot's Grove," in Iowa county, Wisconsin Territory, eighteen and a half miles in a northeasterly direction from the town of Galena, Illinois; that the business was commenced and conducted upon lands then belonging to the Ottawa, Pottawotomie, and Chippewa tribes of Indians, with whom said Henry and John Gratiot made an arrangement by which they acquired from the Indians their permission to dig the lead ore and smelt the same on their lands; that, shortly after commencing the business, the United States agent of lead mines required of them to pay to the government 10 per cent. of all the lead they manufactured; that they complied with the requisition of the agent, although denying the right to make the requisition; that, previous to the treaty in August, 1829, with said Indians, by which the United States became owners of the land on which said Henry and John mined and smelted, they paid a large amount of rent to the government.

These statements in the petition are substantially proved by the testimony in the case, except that there is some conflicting evidence in relation to the fact of the place where the lead aforesaid was mined and smelted being within the Indian territory; although, from the evidence before the committee it would appear that it was within the Indian territory; yet, the committee have deemed it proper

to refer this question to the Secretary of the Treasury to determine. Nor does it appear what was the full amount paid by the Messrs Gratiot to the government as rent on the leads. The amount shown to be due to the United States in other transactions, by the Messrs. Gratiot, or either of them, should, of course, be deducted from the amount, if anything, found due on this claim.

The committee therefore recommend the passage of a bill, referring it to the Secretary of the Treasury to ascertain whether the lead so taken was mined and smelted in the Indian territory, when the same was in the possession of the Indians; and if so, to ascertain the amount paid by said Henry and John Gratiot, for lead so mined and smelted, to the United States; and, after deducting the amount appearing on the books of the treasury, or found to be really due from said Gratiots, to pay the balance, if any, to said petitioners.

The papers in the case of the Gratiot claim are,

1. The petition. It describes, by mistake, the lands as belonging to the Ottawa, Chippewa, and Pottawotomie tribes of Indians. The lands belonged to the Winnebago Indians. See the affidavits of Shull, Schellenger, and Rendespacher, as to that point.
2. The papers from the ordnance office, including the leases granted by the agent of the lead mines.
3. The "replies and remarks to objections made to the claims of the Gratiots," by the ordnance officer.
4. Letter of Governor Dodge on the subject of this claim, to the Committee of Claims.
5. Letter from Colonel Abert, stating that certain places, Gratiot's Grove, Shullsburgh, &c., are on the west of a certain line, according to certain maps.
6. A transcript of a map from the land office, showing Shullsburgh to be on the eastern side of the said line.
7. Deposition of Sheldon, showing that the mining was done at Shullsburgh.
8. The letter of Judge Young, Commissioner of the General Land Office, stating there is no evidence of any reservation under the treaty of 1816 ever having been made. The letter is addressed to honorable Thomas J. Turner, a member of the House.
9. Letter from the ordnance officer in relation to the claim, and stating the amount of the judgment *vs. J. P. B. Gratiot, et. al.*
10. The affidavit of Shull.
11. The affidavit of Schellenger.
12. The affidavit of Rendespacher.
13. The communication and account stated from the Second Auditor.

No. 1.

To the Senate and House of Representatives of the United States of America in Congress assembled:

The undersigned petitioners would respectfully represent to your honorable bodies, that in the year 1826, Henry Gratiot (late of Iowa county, Wisconsin Territory, deceased,) and John P. B. Gratiot, now a resident of said county, commenced the mining and smelting business at a place called Gratiot's grove, in said county, eighteen and one-half miles in a northeasterly direction from the town of Galena, Illinois. That the said business was commenced and conducted upon lands then belonging to the Ottawa, Pottawattomie and Chippewa tribes of Indians, with whom said Henry and John made an arrangement, by which they purchased from said Indians their permission to dig for lead ore and smelt the same upon their lands. That shortly after commencing said business, the United States agent of lead mines required of them to pay to the government 10 per cent. of all the lead they manufactured; that they complied with the requisition of said agent, notwithstanding they questioned the right and authority of said agent to exact rent before the government had become owners of the soil by purchase from the said tribes of Indians. That previous to the treaty, in August, 1829, with said Indians, by which the U. States became owners of the land on which said Henry and John mined and smelted, they paid a large amount of rent to the government, as will be shown by the accounts and receipts of the government agent herewith transmitted.

And your petitioners would further represent, that in consequence of the vicissitudes attending the mining and smelting business, said Henry and John became involved, and suffered great loss; and inasmuch as your petitioners are advised that the rents which were paid by said Henry and John, previous to the ratifying of the treaty aforesaid, were illegally exacted from them by the said agent, your petitioners would respectfully pray your honorable bodies that a law be passed for their relief, providing that a just amount be paid to them for the rents thus illegally exacted.

And your petitioners will ever pray.

SUSAN GRATIOT,
Wife of H. Gratiot, deceased, for herself,
and in behalf of C. H., Edward, Susan,
Henry, Kempsted, and Mary, her children.
J. P. B. GRATIOT.

GRATIOT'S GROVE, Iowa county,
Wisconsin Territory, December 14, 1841.

ORDNANCE OFFICE,
Washington, April 26, 1842.

SIR: In reply to the letter of 16th instant, from the Hon. B. S. Cowen, of the Committee of Claims of the House of Representatives, to the Secretary of the Treasury, touching the claim of J. P. B. Gratiot, and Susan Gratiot, widow of Henry Gratiot, to be paid the value of certain lead, which they allege to have been illegally exacted from them by the agent of the United States lead mines, and which letter was referred by the Secretary of the Treasury to you, and by you to this office, I have the honor to report:

The petition addressed to Congress by these parties, and a communication from the Hon. H. Dodge, in relation thereto, sets forth that, as the land on which the parties mined and smelted belonged to certain Indian tribes, whom they were obliged to compensate for the privilege of working them, the agent of the United States had no legal or equitable right to exact rent, or payment, for the use of the mines thereon; and they cite the treaty made with the Ottawas, Chippewas, and Pottawattomies of 24th August, 1816, as being in force till the further treaty with them of 20th July, 1829, and assert that the reservations which the President of the United States had, by the first named treaty, a right to make, for the use of the United States, he did not make, so as to include the mines hired by them of these Indians.

The information asked by the committee is, "How much, if any thing, was paid by Henry Gratiot and J. P. B. Gratiot, or either of them, from the beginning of the year 1825 to August, 1829, for the use of the mines mentioned in the petition; and how much was received into the treasury that was so paid, and any other information in your department relative to the subject matter of the petition."

In answer to the first quere—how much was paid to the United States by Henry Gratiot and J. P. B. Gratiot, within the period named—I have to observe that, as, by law, all accounts are audited and filed away in the auditing offices of the Treasury Department, and as those of the superintendant of the mines were deposited in the Second Auditor's office, that office only can answer the question. It may be remarked, however, that as these rents were not payable in money, but in lead, and as whatever quantity of the latter he may have received it was his duty to ship off to the various arsenals, it may all be considered as having come into the possession of the government, if not literally into the treasury.

The records of this office show, that the first transaction with these parties was a license granted to Henry Gratiot, 28th of October, 1825, to purchase and smelt lead ore, dug by other persons, acting under leases from the United States; that a lease was granted, 3d of August, 1826, to J. P. B. Gratiot, and that two licenses, dated 7th March, 1827, and 14th of March, 1828, were afterwards granted to him as a smelter, copies of all which are herewith enclosed. These papers do not, it will be seen, designate the local-

ity, so as to determine whether the tracts which they were intended to embrace were identical with what is named in the petition; but there is no evidence of any pretence having been set up at the time against the right of the United States.

Another remark may be proper in this place, i. e., that whatever was paid to the superintendant of the mines on those licenses, may have been in large part paid for ores dug by others, and purchased by the petitioners of them, from which others they had the right to deduct the same rate per cent. which they themselves were obligated to pay to the United States for such licenses, and this in pursuance of obligations entered into with the United States by all miners taking leases; and that such deduction was the universal practice.

Another remark which I feel bound to make under the call for any other information in relation to the subject matter of the petition is this: that it appears that, on the 30th of September, 1834, Henry Gratiot was indebted to the United States for 7,320 lbs. of lead, being a balance of his accounts up to that date. J. P. B. Gratiot was also indebted for a balance, up to that date, of 8,640 lbs., for which amount Henry Gratiot was also one of his sureties; and a judgment was also awarded against J. P. B. Gratiot, as copartner with Robert Burton, for six pounds out of every hundred pounds of 2,400,000 pounds smelted by them under a license, dated 1st of September, 1834, (section 14th, Peters' Reports, page 526,) none of which appears, from any returns to this office, to have been yet paid.

The petition and other papers are herewith returned.

I am, sir, with great respect, your obedient servant,

G. TALCOTT,
Lieut. Col. Ordnance.

Hon. J. C. SPENCER,
Secretary of War.

This agreement, made and entered into this 25th day of October, 1825, between Lieutenant M. Thomas, superintendent of the United States lead mines, and Henry Gratiot, of St. Louis, lead smelter, witnesseth:

That the said Henry Gratiot is hereby permitted to purchase lead ore at the United States lead mines, on the Upper Mississippi, for one year from the date hereof, on the following conditions:

First. No ore, ashes, or zane, to be purchased or otherwise acquired from any person than an authorized miner or lessee.

Second. No purchases of ore to be made from the location of any person without his consent in writing.

Third. To smelt with a log furnace or furnaces at all times when one hundred thousand pounds of ore (or more) is on hand at any one furnace.

Fourth. To haul mineral to furnace when fifty thousand pounds of ore (or more) is dug at any one place of 320 acres.

Fifth. To run an ash furnace when four hundred thousand pounds of ore (or more) have been smelted at any one set of furnaces.

Sixth. To comply with all general regulations for cutting timber.

Seventh. To keep books which shall contain an accurate and true account of lead ore, ashes, or zane; purchased or dug; of all smelted, and of the amount of lead manufactured or purchased; from whom purchases were made, and from whence the ore was dug. Said books to be open to the inspection of the United States agent for mines, and a monthly transcript of their contents to be furnished him on oath if required.

Eighth. To clean, or cause to be cleaned, all lead ore previous to smelting it, and to weigh a charge of the log furnace when required, and the lead made from such charge.

Ninth. To pay to the United States a tax of one tenth of all the lead manufactured from ore, ashes, or zane, to be paid monthly in clean pure lead, to be delivered at the United States warehouse (near the mines) free of expense.

Tenth. To build a strong log warehouse, twenty by sixteen feet, one story high—the logs being so squared as not to admit of a bar of lead being passed between them. To have a strong door, with a good and sufficient lock; to have a log ceiling in the usual manner. Said warehouse to be located at such place as the agent for mines shall direct; to be built free of expense to the United States.

Eleventh. Not to employ, in any manner whatever, any miner, lessee, or smelter, who has forfeited his *permit to dig*, his *lease* or *license*, on written notice to that effect being given by the agent.

Twelfth. A non-compliance or neglect of performance of any one of the foregoing articles to constitute a forfeiture of this license, and of the bond given for the faithful performance thereof; and on proof being afforded to the agent of the United States that such forfeiture has been incurred, his written notice to the smelter shall be sufficient to suspend the stipulations aforesaid.

Thirteenth. No sale, transfer, or shipment of lead to be made by the said smelter, until all arrears of tax, which is due, is paid; nor any removal of lead, from the place of manufacture, without the consent of the agent of the United States. The said Henry Gratiot to be allowed wood and stone for smelting and building furnaces, and to cultivate enough land to furnish his team, &c., with provender, and his people with vegetables.

It is distinctly understood that the bond given for the performance of the stipulations in this license, is to be in full force and virtue until all arrearages of rent or tax are paid to the agent of the United States, and a written settlement is made with him, on which a certificate that no such arrearages exist shall be given, when the bond shall be null and void.

M. THOMAS, *Lt. U. S. army,*
Sup'ing U. S. lead mines.

HENRY GRATIOT..

Witness: J. B. CLARK.

Approved:

J. Q. ADAMS.

Know all men by these presents:

That we, Henry Gratiot, as principal, and Peter P. Choteau and S. Labadie, as sureties, are holden and stand firmly bound unto the United States of America, or their certain attorney, in the penal sum of ten thousand dollars, current money of the said United States, well and truly to be paid into their treasury; for which payment, well and truly to be made, we, the said Henry Gratiot, Peter P. Choteau and Sylvester Labadie, do hereby jointly and severally bind ourselves, our heirs and executors, and administrators, and each and every of them jointly, severally, and firmly, by these presents, signed with our hands, and sealed with our seals, this twenty-fifth day of October, in the year of our Lord one thousand eight hundred and twenty-five.

The condition of the above obligation is such, that, whereas the said Henry Gratiot has obtained from the President of the United States a license, bearing date of the twenty-fifth day of October, 1825, with conditions, as therein more particularly described, for smelting lead ore. Now, if the said Henry Gratiot shall faithfully and fully execute and comply with the terms and conditions set forth in said license, then, and in that case, this obligation to be void and of no effect, otherwise to remain in full force and virtue.

HENRY GRATIOT,	[SEAL.]
P. CHOTEAU, Jr.	[SEAL.]
S. LABADIE,	[SEAL.]

Witness:

BERNARD PRATT, Jr.
SR. DUNCAN.

J. P. B. Gratiot.

This indenture, made and entered into this third day of August, 1826, between M. Thomas, lieutenant of the army of the United States, acting under the direction of the Hon. Jas. Barbour, Secretary of War, of the first part, and J. P. B. Gratiot, of Missouri, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the rents, covenants, and agreements hereinafter mentioned, doth, by these presents, grant, lease, and farm unto the said party of the second part, his heirs and representatives, for the full term of three years from and after the ratification of these presents by the President of the United States, a tract of land, the property of the United States, supposed to contain mine or mines of lead ore, lying and being in the vicinity of Fever river, (upper Mississippi,) as follows, viz: beginning at an ash stake, thence running south 15°, east 80 chains; thence east 15°, north 40 chains, to a stake; from whence a post oak, 18 inches diameter, bears south 4°, east 4 chains 28 links; thence north 15°, west 80 chains, to a stake, from whence a white oak, 12 inches diameter, bears south 48°, east 1

chain and 30 links; thence west 15°, south 40 chains, to the beginning corner, containing about 320 acres; to have and to hold the same from and after the time above stated, for the term aforesaid, unto the said party of the second part, his heirs and representatives, upon the conditions following, viz: that the said party of the second part; hereby binds and obliges himself to commence mining and manufacturing of lead upon said land, within one month from the date of the ratification as aforesaid, and to continue such mining and manufacturing with a force which shall at no time be less than — men, weather and season permitting, without cessation or intermittance of more than four months at any one time. That the said party of the second part, at the end of every month, shall pay to the said party of the first part one-tenth of the whole products of said mining and manufacturing operations, in clean pure lead, as a rent for the use of the United States, and deposite the same in a store-house, to be built on the ground by the said second party, under the direction of the said party of the first part, who shall possess the key and custody of the same. It is further agreed and understood between the said parties, that the said party of the second part, at his own cost and expense, shall make all the necessary preparations and improvements for the prosecution and fulfillment of this indenture on his part, for which he is allowed and permitted the use of all such stone, wood, and water as may be found upon the premises, and as may be required, without waste or extravagance. It is further agreed and understood between the parties, that the said second party shall keep a book, or books, in which he shall state a true and faithful account of all the mineral and lead which he shall raise and manufacture from time to time, which said book, or books, or account, shall always be open and ready for the free inspection and examination of the said party of the first part, and which he shall at any time, when required by the said first party, verify on oath or affirmation. It is further understood and agreed between the said parties, that the said party of the second part shall not at any time, nor in any manner whatever, dispose of or sub-lease the said land or any part thereof to any person or persons whatsoever; that at no time, under any pretext, shall the said party, or any one by or under his authority, convey away or remove the whole or any part of the mineral or lead from the said land or places of manufacture, without the consent and approbation of the said party of the first part, until all arrearages of rent which shall be due and owing by him shall be settled up and paid.

And it is moreover and further explicitly understood and agreed between the said parties, that, upon the failure of the said party of the second part to carry into effect any part of this indenture or agreement, or on his non-compliance with any of its stipulations, the said party of the first part may declare it void and forfeited at his option, and re-enter and take possession of the premises, as if no such indenture or agreement had been made and entered into.

In testimony whereof, we, the said parties to these presents, have

hereunto signed our names and affixed our seals, the day and year before written.

M. THOMAS, [SEAL.]

Lt. U. S. Army, superintendent U. S. lead mines.

J. P. B. GRATIOT, [SEAL.]

Signed, sealed, and delivered in presence of—

CHARLES SMITH.

Approved:

J. Q. ADAMS.

Know all men by these presents:

That we, J. P. B. Gratiot, as principal, and Bertholomy Berthole and John P. Cabanne, as sureties, are holden and stand firmly bound unto the United States of America, or their certain attorney, in the penal sum of five thousand dollars, current money of the United States, well and truly to be paid into their treasury, for which payment, well and truly to be made, we, the said J. P. B. Gratiot, B. Berthole, and John P. Cabanne, do hereby, jointly and severally, bind ourselves, our heirs, executors, and administrators, and each and every of them, jointly, severally, and firmly, by these presents. Signed with our hands, and sealed with our seals, this third day of August, in the year of our Lord one thousand eight hundred and twenty-six.

The condition of the above obligation is such, that, whereas the said J. P. B. Gratiot has obtained from the President of the United States a lease, bearing date the 3d day of August, 1826, of a certain tract of land containing about 320 acres, as therein more particularly described, which is supposed to contain lead ore. Now, if the said J. P. B. Gratiot shall faithfully execute and comply with the terms and conditions set forth in said lease, then, and in that case, this obligation to be void and of no effect, otherwise to remain in full force and virtue.

J. P. B. GRATIOT, [SEAL.]

B. BERTHOLE, [SEAL.]

A. CANNIS, [SEAL.]

Witness present:

J. B. SARPY.

License for smelting.

This indenture, made and entered into this seventh day of March, 1827, between M. Thomas, superintending the United States lead mines, of the first part, and J. P. B. Gratiot, of the second part, witnesseth:

That the said party of the second part is hereby permitted, by and with the approbation of the President of the United States, to

purchase and smelt lead ore at the United States lead mines on the Upper Mississippi, for the period of one year from and after the date hereof, upon the following conditions, viz:

First. All purchases, or other acquisitions of ore, ashes, zane, or lead, to be from persons authorized to work the mines, either as lessees, smelters, or diggers, and from no others; and no ore to be purchased from the leased premises of any person without his permission.

Second. To commence smelting as soon as one hundred thousand pounds of ore are obtained, and to continue it so long as any is on hand; to weigh a charge of ore for the log furnace, and the lead produced from it, when required to do it by the said first party, or his assistant.

Third. To keep a book containing an accurate account of all ore, ashes, or zane, purchased or otherwise acquired, and of all lead manufactured, which book shall at all times be open to the inspection of the said first party, or his assistant; and to furnish a transcript or return at the end of every month, (agreeably to a form to be furnished by the said first party,) which book and returns to be verified on oath, if required.

Fourth. The said second party hereby agrees to pay the first party, for the use of the United States, six pounds of every hundred pounds of all the lead smelted by him under this indenture, to be paid monthly, in clean pure lead, at the warehouse on Fever river, or at such other place near the mines as the said first party shall direct, and free of expense to the United States. And the said second party is not to sell, or remove from the places of smelting, in any manner whatever, any lead until the rent has been paid as aforesaid. This condition is subject to the revocation of the government, upon giving three months' previous notice, at which time it will be optional with the licentiate to accept or refuse the new terms. Upon his refusal to accept, then this license shall cease and determine.

Fifth. The said second party is allowed to have as much fuel as will suffice, without waste, for the purpose of this indenture, and to cultivate as much land as will suffice to furnish his teams, &c., with provender.

Sixth. It is understood and agreed between the aforesaid parties, that the second party shall not employ, in any manner, any smelter, lessee, or miner who has forfeited his license, lease, or permit to mine, nor any other person who is at the mines, without the authority of the said first party; and the said second party agrees not to employ or harbor the laborers or workmen of another smelter.

Sixty days are allowed after the expiration of this license to *close* all business under it; but it is understood that no purchase or hauling of ore is to take place after the license is expired. The bond given for the faithful performance of the contract is to be in full force and virtue until a written settlement is made.

It is distinctly understood by the said parties that, upon proof being afforded to the first party that either of the foregoing stipulations have been violated, or not complied with, he may declare

this indenture null and void, and re-enter and take possession of all the premises, as if no such agreement existed.

M. THOMAS, [SEAL.]

Lieutenant U. S. Army, superintendant U. S. lead mines.

J. P. B. GRATIOT. [SEAL.]

Witness present:

THEODORE HUNT.

Approved November 10, 1827.

J. Q. ADAMS.

License bond.

Know all men by these presents:

That we, J. P. B. Gratiot, as principal, and B. Pratte and Jno. B. Sarpy, as sureties, are holden, and stand firmly bound unto the United States of America, or their certain attorney, in the penal sum of ten thousand dollars, current money of the said United States, well and truly to be paid into their treasury, for which payment, well and truly to be made, we, the said J. P. B. Gratiot, B. Pratte, and J. B. Sarpy, do hereby jointly and severally bind ourselves, our heirs, executors, and administrators, and each and every of them, jointly, severally, and firmly, by these presents. Signed with our hands, and sealed with our seals, this seventh day of March, in the year of our Lord one thousand eight hundred and twenty-seven.

The condition of the above obligation is such, that, whereas the said J. P. B. Gratiot has obtained from the agent of the United States a license, bearing date the seventh day of March, 1827, containing stipulations therein more particularly described, to smelt lead ore. Now, if the said J. P. B. Gratiot shall faithfully and fully execute and comply with the terms and conditions set forth in said license, then, and in that case, this obligation to be void and of no effect, otherwise to remain in full force and virtue.

J. P. B. GRATIOT, [SEAL.]

B. PRATTE, [SEAL.]

JOHN B. SARPY, [SEAL.]

Witnesses present:

S. DUNCAINE,

J. A. WHENY.

License for smelting.

This indenture, made and entered into this fourteenth day of March, 1828, between Lieutenant M. Thomas, superintending the United States lead mines, acting under the direction of the Secretary of War, of the first part, and J. P. B. Gratiot, of the second part, witnesseth:

That the said party of the second part is hereby permitted, by and with the approbation of the President of the United States, to purchase and smelt lead ore at the United States lead mines on the Upper Mississippi, for the period of one year from and after the date hereof, upon the following conditions, viz:

First. All purchases or other acquisitions of ore, ashes, zane, or lead, to be from persons authorized to work the mines, either as lessees, smelters, or diggers, and from no others; and no ore to be purchased from the leased premises of any person without his permission.

Second. To commence smelting as soon as one hundred thousand pounds of ore are obtained, and to continue it so long as any is on hand; to weigh a charge of ore for the log furnace, and the lead produced from it, when required to do it by the said first party, or his assistant.

Third. To keep a book containing an accurate account of all ore, ashes or zane purchased or otherwise acquired, and of all lead manufactured, which book shall at all times be open to the inspection of the said first party, or his assistant; and to furnish a transcript or return at the end of every month, (agreeably to a form to be furnished by the said first party,) which book and returns to be verified on oath, if required.

Fourth. The said second party hereby agrees to pay the first party, for the use of the United States, six pounds of every hundred pounds of all the lead smelted by him under this indenture, to be paid monthly, in clean pure lead, at the warehouse on Fever river, or at such other place near the mines as the said first party shall direct, and free of expense to the United States. And the said second party is not to sell, or remove from the places of smelting, in any manner whatever, any lead until the rent has been paid as aforesaid. This condition is subject to the revocation of the government, upon giving three months' previous notice, at which time it will be optional with the licentiate to accept or refuse the new terms; upon his refusal to accept, then this license shall cease and determine.

Fifth. The said second party is allowed to have as much fuel as will suffice, without waste, for the purpose of this indenture, and to cultivate as much land as will suffice to furnish his teams, &c., with provender.

Sixth. It is understood and agreed between the aforesaid parties, that the second party shall not employ, in any manner, any smelter, lessee, or miner, who has forfeited his license, lease, or permit to mine, nor any other person who is at the mines, without the authority of the said first party; and the said second party agrees not to employ or harbor the laborers or workmen of another smelter.

Sixty days are allowed after the expiration of this license to *close* all business under it; but it is understood that no purchase or hauling of ore is to take place after the license is expired. The bond given for the faithful performance of the contract is to be in full force and virtue until a written settlement is made.

It is distinctly understood by the said parties, that, upon proof being afforded to the first party that either of the foregoing stipulations have been violated, or not complied with, he may declare this indenture null and void, and re-enter and take possession of all the premises, as if no such agreement existed.

M. THOMAS, [L. s.]
Lieut. U. S. army, Supt. U. S. lead mines.
 J. P. B. GRATIOT. [L. s.]

Witnesses present:

As to M. Thomas, JOHN W. SHINN.

As to J. P. B. Gratiot, JNO. B. TERRY.

Approved, 31st July, 1828:

J. Q. ADAMS.

License bond.

Know all men by these presents, That we, J. P. B. Gratiot and Bernard Pratte and Bertholomy Berthold, are holden, and stand firmly bound, unto the United States of America, or their certain attorney, in the penal sum of ten thousand dollars, current money of the said United States, well and truly to be paid into their treasury, for which payment, well and truly to be made, we, the said J. P. B. Gratiot, Bernard Pratte and Bertholomy Berthold, do hereby jointly and severally bind ourselves, our heirs, executors, and administrators, and each and every of them, jointly, severally, and firmly, by these presents. Signed with our hands, and sealed with our seals, this fourteenth day of March, in the year of our Lord one thousand eight hundred and twenty-eight.

The condition of the above obligation is such, that, whereas the said J. P. B. Gratiot has obtained from the agent of the United States a license, bearing date the fourteenth day of March, 1828, containing stipulations therein more particularly described, to smelt lead ore. Now, if the said J. P. B. Gratiot shall faithfully and fully execute and comply with the terms and conditions set forth in said LICENSE, then, and in that case, this obligation to be void and of no effect, otherwise to remain in full force and virtue.

J. P. B. GRATIOT, [SEAL.]
 B. PRATTE, [SEAL.]
 B. BERTHOLD. [SEAL.]

Witnesses present:

B. PRATTE, Jr.,

A. BONIS.

The petitioners ask to be reimbursed in a certain amount of *rent lead*, which it is alleged was illegally exacted from Henry and John P. B. Gratiot in the years 1826-7-8 and 9 by the agent of the United States lead mines at Fever river. It is averred that the Gratiots went into the Indian country in the year 1826 to search for lead ore, and that they purchased from the Indians, then and there occupying the country, the right to dig and smelt lead ore in their possessions; that shortly after they had commenced their business, under the permission purchased of the said Indians, the United States lead agent, without any right or authority, took possession of the country, and extended his jurisdiction over it and compelled them to pay the government, as rent, ten per cent. of all the lead they produced; that notwithstanding they questioned the right of the said agent to collect the said rent, yet they submitted to the payment of it rather than be disturbed in the prosecution of their business.

It appears by a reference to various Indian treaties that the country in which the right to mine was purchased of the Indians by the Gratiots, was not ceded to the United States until January 2, 1830.

By a treaty negotiated with the Sac and Fox Indians on the 3d day of November, 1804, the whole of the country lying between the Illinois and Wisconsin rivers was ceded to the United States. *U. S. Laws, vol. 7, page 84.* By a treaty of August 24, 1816, the United States ceded back to the Ottawas, Chippewas, and Pottowatomies the country acquired by the treaty of 1804, with the reservation mentioned in the 2d article of the right on the part of the President to reserve certain tracts if he should think proper. *U. S. Laws, vol. 7, page 84.* By a treaty ratified February 6, 1826, the various tribes of Indians in possession of this country agreed to occupy certain distinct portions.

The country of the Winnebagoes and Ottawas, Chippewas and Pottowatomies, is divided by an imaginary line running from the mouth of the Wisconsin river to the Winnebago village on Rock river, and it may be doubtful on which side of this imaginary line the locality on which the right to mine was purchased is situated; some of the maps throwing it on one side and some on the other. It is shown, however, that for many years before and after the said purchase, the Winnebagoes were in the undisputed possession and occupancy of all that portion of the country in the southwestern part of the present Territory of Wisconsin and the northwestern part of Illinois, embracing the country where the right to mine was purchased by the Gratiots. No actual line having been run and a boundary defined, the Winnebagoes were properly treated as the rightful possessors of the country which they enjoyed the undisputed occupancy of, and it was of the Winnebagoes in the undisputed possession of the Gratiot grove country and claiming it as their own that this right was probably purchased.

The fact of the purchase is shown by the affidavit of one Jesse W. Shull, whose credibility is certified to by the Hon. Henry

Dodge, the governor of Wisconsin, who states in his certificate that he has frequently heard the same statement, as sworn to by Shull, made by other persons who were in the Indian country at the time of the transaction. It appears from Shull's affidavit that he (understanding and talking the Indian language) made a purchase of the chiefs and heads of the Winnebago tribe of Indians of "the right to dig for lead ore in peace" in their country; that he made the purchase for himself, Henry Gratiot, and A. P. Vanmetre; that the first payment made to the Indians was three hundred dollars, and that afterwards, he and Vanmetre sold out their interest to Gratiot for four thousand eight hundred dollars. Shull further states that after the said sale to Gratiot, he knows the said Gratiot continued to make very large payments to the said Indians for the said right to remain in their said country to dig and mine for lead ore—that he had frequently talked with the said Indians and they expressed themselves satisfied with the payments made to them by the said Gratiot.

Besides the affidavit of Shull there are the affidavits of two other witnesses, who swear to the fact of the Winnebago Indians being in the possession and occupation of what is called the Gratiot grove country and claiming it as their own up to the year 1830. They both swear to large payments made to the said Indians by the said Gratiot for the right of digging for lead ore in their country in the years 1827, 1828, 1829, and 1830. One of them swears to one payment of two thousand dollars being made to them in Indian goods, besides many other payments in flour, pork, corn, &c.

The amount paid by the Gratiots for the rights acquired of the Indians, which is sworn to, is nearly seven thousand dollars, and various other large payments are sworn to, without specifying the amounts; and it is contended that the whole amount paid, in all, exceeds ten thousand dollars.

It cannot be doubted that, at the time this purchase was made of the Indians, they had the right to sell. While the ultimate right of purchasing the fee of the land was in the sovereign, and could not be disposed of by the Indians to an individual without the license or permission of the government, yet they were considered as owning it by a perpetual right of possession. They had an unquestioned and unrestricted right to use and dispose of everything in their country but the absolute right of soil. They could grant the right to cultivate the soil, to pursue the chase in their dominions, to cut timber, to use a water privilege, or to search for lead ore.

If the Indians had the power to grant the right to dig or mine for lead ore, then this case is analogous to the case of John Anderson, where the House has granted relief. In the case of Anderson it appeared that, before Louisiana was purchased, the authorities having the power granted a certain piece of land to one Coyle, and that prior to the confirmation of his grant by the United States, the superintendent of the United States lead mines entered, as in this case, and took possession in the name of the United States, and granted leases to mine thereon. The ground that the Com-

mittee of Claims took in that case was, "that the government having no title to the land, clearly had no right to the lead, and was bound to pay over to the owner of the land the value of the lead taken for rent." In this case, the government *having no title to the land* clearly had no right to the lead, and whatever rent has been received for mineral raised on land which did not belong to the government has been wrongfully received, and by the plainest rules of both law and equity it should be paid back.

There seems to have been no law of the United States against individuals purchasing such rights of the Indians as were purchased by the Gratiots, until 1834, when Congress passed a law to make all such grants and leases void.

It is certain that the government had no right to the land upon which the mineral or lead ore was raised. Though by the second article of the treaty of 1816, the President was authorized to make certain reservations, not exceeding a certain quantity, yet it appears by a letter from the Commissioner of the General Land Office that no such reservations were ever made by the President. The government, therefore, not being the owner of the land, of course had no right to exact the rent lead. It never pretended to exact rent from the Indians who were in the habit of raising lead ore in their own country; indeed, it could on the same principle have compelled them to pay rent on the corn they raised, or ten per cent. of the amount of the proceeds of their chase. If the Indians had the power to sell the right to raise corn, or to dig for lead ore, the government would have the same right to compel them to pay rent as it would have to compel their assignees or those to whom they had granted this right to pay.

The communication from the Auditor's office only shows the rents paid for a short time; the other rents, if any were paid, can be established in any manner which shall be directed.

The report or letter from the ordnance office, of February 3, 1848, marked among the papers, No. 9, shows a large amount to be due the government, by J. P. B. Gratiot, et al., which it may be insisted will have to be deducted from any amount that may be found due from the government to the Gratiots for rent lead illegally exacted.

A bill should be passed authorizing a full investigation of the whole matter by the accounting officers of the treasury, authorizing them to ascertain from proof to be made before them, the amount of rent paid by Henry Gratiot and John P. B. Gratiot, for lead produced by them in the Indian country from August 1, 1826, to January 2, 1830, when the treaty was ratified by which the country was purchased from the Indians; and also to ascertain the amount due, if any, by the said Gratiots, or either of them, to the United States, by judgment or otherwise; and if any balance shall be found due to the said Gratiots for said rent illegally exacted, after deducting whatever may be due the government by them, the same to be paid out of any moneys in the treasury not otherwise appropriated. In this way justice could be done both to the government and to the claimants.

Remarks by petitioners on the objections made by the Treasury Department to the petition of Mrs. Susan Gratiot and J. P. B. Gratiot.

1. The fact that the petitioners, from 1825 to 1829, took licences from the agent at Galena, cannot, in law or equity, affect their claim injuriously, if it be shown that the United States had *no right* to lease the lands and collect rents under the leases. The petitioners consented to receive licences from the agent, &c., in order that they might pursue their enterprise undisturbed, for they had ventured large sums of money in the object. If they had not consented, they would have been disturbed by the agent, who, doubtless, believed that the United States had a legal power to lease the lands.

2. It is no objection to the justice or equity of the claim of the petitioners *to say* they got their mineral from miners, to whom they paid a less price, in consequence of being obliged to pay the government a rent. If there were any weight in the objection, the petitioners would show that more than six-eighths of the mineral which they smelted were raised on their own grounds, and by men employed by them at very great expense. Ultimately they were reduced to poverty by the vicissitudes and losses which they have experienced in the business of mining and smelting; and it will be found that, *after* the United States purchased the land of the Indians and obtained the right to rent it, the petitioners paid an immense amount of rent lead, worth, perhaps, between thirty-five and forty thousand dollars.

3. The law authorizing the President to lease the lead mines within the "Territory of Indiana" is applicable only to the *public lands*, or lands which had been purchased from or ceded by the Indians. There is no instance in which the government has claimed the right of soil in lands not thus purchased, or a right to lease them. On the contrary, the government has always respected the property of the Indians in the lands; and, in a very recent instance, persons have been refused permission by the government to visit, *on any terms*, the southern shore of Lake Superior for the purpose of mining for and smelting copper ore, in a tract of county *within* the limits of *the State of Michigan*, but owned by the Chippewa Indians.

Some years ago, permission was obtained from the government to build a saw-mill in the country of the Sacs; but the terms of the permit were simply that the builder should obtain from the Indians their consent, and pay them such an amount as might be agreed upon; or, rather, that the builder should make his terms with the Indians. But the government required no rent. Permission of a like nature was also given to erect a saw-mill on the lands of the Winnebagoes; in this instance, also, government asked no rent.

4. If Henry Gratiot or J. P. B. Gratiot are justly indebted to the government for rent lead on lead made since subsequently to the time when the United States purchased the land, no one can doubt that the government should receive its dues. But the indebtedness of

the petitioners for such rents has nothing to do with the question as to the justice and legality of their claim.

It is possible that the government may have a just and legal claim for rents which have not been paid by the petitioners; but it is *not* possible that such a claim, on the part of the government, can legalize and justify the holding on to property which has unjustly and illegally been wrested from them by its agent.

The right of the agent to exact rent from the petitioners while the land belonged to the Indians was doubted and denied; but his demands were complied with for the reasons already given. They believed the government would ultimately do justice, and, upwards of six years ago, Colonel H. Gratiot and his brother petitioned Congress for relief. The petition was given to Senator Benton, who believed the claim a just one. The petition was placed among the files of the Senate, to remain until the receipts and other papers were collected to sustain it; and the death of Colonel Gratiot shortly after, and the unfortunate circumstances of his brother, have prevented the claim from being brought to the attention of Congress.

No. 4.

To the honorable chairman of the Committee on Claims:

SIR: The claim of Mrs. Gratiot (widow of the late Colonel H. Gratiot) and J. P. B. Gratiot, as set forth in their petition, rests upon the ground, simply, that the land upon which they mined and smelted did not belong to the United States; and, consequently, that the agent of the government, stationed at Galena, Illinois, had no legal or equitable right to claim and exact rent or payment of them for the use of the lands on which they prosecuted the business of mining and smelting.

Colonel H. Gratiot, and his brother, J. P. B. Gratiot, went to Wisconsin Territory, in 1825, for the purpose of carrying on the mining and smelting business, on lands then supposed to belong to the United States; but, when they established themselves at the place now called Gratiot's grove, they found the country claimed and owned by the Indians, with whom they were obliged to make arrangement to obtain their consent to mine, &c., and to whom they paid yearly a considerable amount of goods, provisions, and money, and thus payment was continued until the ratification of the treaty, made at Prairie du Chien, in 1829, by which the tract of country in which they were conducting their business was ceded to the United States.

Colonel H. Gratiot, and his brother, were at an expense of many thousand dollars, in making a commencement of the mining and smelting business at Gratiot's grove. They were obliged to erect numerous buildings, employ many men, and purchase and transport large quantities of provisions at an enormous expense. After they had commenced operations they could not, at the hazard of inter-

ruption by the government agent, refuse to comply with his exactions; they, therefore, to avoid the loss of their expenditures and labor, complied with his demands—took leases from him, and paid to him rent in lead.

The tract of country on which the late Colonel Gratiot and his brother, carried on the business of mining and smelting, is in the county of Iowa, between the waters of the Peskatonika and the Mississippi. By a treaty made at St. Louis, November 3, 1804, this tract of country was ceded to the United States by the Sac and Fox tribes. By a treaty of friendship, peace, and limits, between Ninian Edwards, William Clark, and Auguste Choteau, on behalf of the United States, with the united tribes of the Ottowa, Chippewa, and Pottawotomie Indians, this tract of country was ceded to those tribes.—(See laws relating to public lands, &c., pages 177—178, sections 1—2.) It again became the public domain of the United States, by the treaty at Prairie du Chien, made in the summer of 1829.

By the treaty with the Ottowa, Chippewa, and Pottawotomie Indians, ceding to them the tract of country here alluded to, the United States reserved three leagues square of land at the mouth of the Wisconsin river, including both banks. The privilege also was given to the President of the United States to reserve, if he should deem it proper, five leagues, on or near the Wisconsin and Mississippi rivers. But the President did not exercise the privilege. The tract of land on which the late Colonel H. Gratiot and his brother mined and smelted was not on or near either of the rivers, but between both, being about 36 miles south of the Wisconsin, and 25 miles east of the Mississippi.

Susan Gratiot, one of the petitioners, is administratrix on the estate of her late husband. Owing to adverse vicissitudes attending the business in which her husband had been engaged for a long time previous to his death, she was left with a very large family in destitute circumstances. And the same causes have swept away the entire property of J. P. B. Gratiot, the other petitioner, and he is now, with a large and young family, deeply involved in debt. It is to be hoped, therefore, that their petition may be speedily considered; and if their claim be founded on law and justice, that a law be passed during the present session for their relief.

A brief law, authorizing the payment of the claim by the treasurer, after a full and satisfactory investigation by some proper officer of the Treasury Department, of the proof, as to the quantity of rent lead delivered the United States, and containing a provision fixing the value of the lead at the price which it bore from time to time, as it was paid to the United States previous to the ratification of the treaty ceding the country to the United States, will be necessary; and if, sir, the committee view the claim as a just and equitable one, and you will furnish me with a few of the most important data for a bill, I will endeavor to prepare one, and submit it to your consideration.

Very respectfully, your obedient servant,

HENRY DODGE.

No. 5.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, February 1, 1848.

SIR: In answer to the inquiry on the memorandum enclosed by the Hon. Mr. Rockwell, I have the honor to state that Gratiot's Grove, Shullsburgh, and Dublin, are placed west of the boundary line dividing the country of the Chippewas, Ottawas, and Pottawotomies from that of the Winnebagoes on the map of Judge Doty, and also on General Eaton's map, by L. Lyon, of 1829.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Col. corps Top. Engineers.

Hon. W. L. MARCY,
Secretary of War.

No. 6.

When, in 1833, I first visited what is now the Territory of Wisconsin, the diggings which had been occupied for some years by Henry Gratiot and his brother, at Shullsburg, were among the oldest in the country; they embraced what is now called Shullsburg, (a small village of about five or six hundred inhabitants,) and are included within the compass of about a square mile. These diggings, and those at Mineral Point, were about the oldest, but I cannot say which were first discovered. The diggings at Shullsburg are included in what was formerly known as the Gratiot grove country, or settlement, and have been occupied by miners since Henry Gratiot and his brother went upon them, in 1824 or 1825. The diggings have since been sold to the miners by the United States.

JNO. P. SHELDON.

Subscribed and sworn to before me, this 21st day of February, 1848.

SAM. STETTINIUS, *J. Peace.*

No. 7.

GENERAL LAND OFFICE,
January 28, 1848.

SIR: Your communication of the 19th instant to the honorable N. Clifford, Attorney General, has been referred to this office. In answer to your inquiry, I have, therefore, the honor to state that I find no evidence in this office that the President ever made any reservation of "such other tracts, on or near the Ouisconsing and

Mississippi rivers, as the President of the United States may think proper to reserve," under that clause in the 2d article of the treaty concluded on the 24th August, 1816, ratified on the 30th December, 1816, with the Ottawas, Chippewas, and Pottawotomies. United States Statutes at Large, vol. 7, page 146.

With great respect, your obedient servant,

RICHARD M. YOUNG,
Commissioner.

Hon. THOS. J. TURNER,
House of Reps.

No. 8.

WAR DEPARTMENT,
Washington, February, 4, 1848.

SIR: I have the honor to enclose herewith, as requested in your letter of the 29th ultimo, reports from the topographical and ordnance bureaus, containing the information required in the notes therein enclosed from the agent of H. P. and J. Gratiot.

Very respectfully, your obedient servant,

W. L. MARCY,
Secretary of War.

Hon. J. A. ROCKWELL,
Cha'n. Com. of Claims, Ho. of Reps.

No. 9.

ORDNANCE OFFICE,
Washington, February 3, 1848.

SIR: In answer to the call of the Hon. Mr. Rockwell, of the House Committee of Claims, for a statement of the "amount of rent lead paid to the superintendent of the United States lead mines at Galena, by Henry and John P. B. Gratiot, from July 1st, 1827, to January 2, 1830, and the dates at which such rent lead was paid," I have the honor to report: That no accounts were kept in this office as to the indebtedness of, or payments by individuals, on account of rent lead, earlier than June, 1842. All returns from the superintendents having been transmitted to the Second Auditor's office for settlement, without making any entries therefrom.

A claim of J. P. B. Gratiot, and Susan Gratiot, widow of Henry Gratiot for the value of certain lead which they alleged to have been illegally exacted from them by the agent of the United States, from the beginning of the year 1825, to August, 1829, being before the Committee of Claims in 1842, this office was called upon for a report, and did report, as above, on the 26th April of that year.

Said report further stated that the first transaction with the parties, shown by the records of this office, was a *license* granted 25th October, 1825, to Henry Gratiot, to purchase, and smelt lead ores dug by persons acting under United States *leases*. The next was a lease granted 3d August, 1826, to J. P. B. Gratiot. Then a license to him 7th March, 1827, and another 14th March, 1828. That whatever was paid to the superintendent on the licenses, was, no doubt, principally paid for ores dug by others under leases, it being the practice for the smelters to deduct from the lessees, when purchasing their ores, the per centum, or rent due to the United States, and assume the payment of it themselves.

That report also stated (from a list of balances in this office) that a balance of 7,320 pounds of lead appeared to be due from Henry Gratiot, and 8,640 pounds from J. P. B. Gratiot, besides the per centum on 2,400,000 pounds from J. P. B. Gratiot, as co-partner with Robert Burton, on a judgment, for which last, I referred to 14th vol., Peter's reports, page 526. But from returns which subsequently came to hand, it appears that Mr. Flanagan, the superintendent, received on the 6th of June, 1842, 4,125 pounds of lead as a compromise of the 8,640 pounds due on J. P. B. Gratiot's license, and on the 10th September, 1843, he received 73 dollars and twenty cents as a compromise of the 7,320 pounds of lead due on Henry Gratiot's license; this office has, however, no knowledge of any payment on the judgment.

The note from the Committee on Claims is herewith returned.

I am sir, very respectfully, your obedient servant,

G. TALCOTT,

Lieutenant Colonel, ordnance.

HON. W. L. MARCY,
Secretary of War.

No. 10.

STATE OF ILLINOIS, }
Stephenson County, } ss.

The statement of Jesse W. Shull, in relation to the purchase of the right to dig and mine for mineral or lead ore, from the Winnebago tribe of Indians, in the Indian country, in the northwestern territory, made by Colonel Henry Gratiot:

Jesse W. Shull, being duly sworn according to law, doth depose and say, that he has been acquainted with the Winnebago tribe of Indians since the year 1819, and when the said tribe was in possession of all what is now the southern part of Wisconsin Territory, and the northern part of Illinois; that, in the year 1826, he went into the Indian country to search for mineral or lead ore, and purchased of "Kishkaw," an Indian chief, the privilege of digging. In the spring, or early in the summer of 1827, this deponent, A. P. Vanmetre, and Henry Gratiot, went on to the ground again to dig, and, after making two discoveries of lead ore, the Indians made

their appearance upon the ground in large numbers and forbid any further digging upon the ground, saying we had no right there, that the ground belonged to them, and that we should leave. This deponent then went and held a council with the Indians, (he understanding and talking the Indian language,) and after a long talk with the chiefs and heads of the tribe, he purchased for himself, Gratiot, and Vanmetre, the right to dig for lead ore in peace in the Indian country; that the first payment was \$300, which this deponent, Gratiot, and Vanmetre, paid them in paints, blankets, and goods of all kinds from the store of Charles St. Vrain, who traded at what is now Galena, Illinois. This deponent further states that during the next fall, Vanmetre sold out his right to the said discoveries, purchased as aforesaid of the Indians, to the said Gratiot for \$2,500, and that in the following winter he, this deponent, sold out to the said Gratiot for \$2,300. After purchasing from this deponent and the said Vanmetre the right to dig in the Indian country as aforesaid, the said Gratiot continued to dig with the consent and approbation of the Indians by paying them, from time to time, large quantities of flour, provisions, salt, blankets, &c.; that he cannot state the precise amount that was paid by the said Gratiot in this way, but he knows it was very large. And he further knows that it required at the hands of the said Gratiot frequent and extensive presents, and the greatest exertions to keep on good terms with the Indians, so that he might work the ground as aforesaid. And further, that by the said purchase, presents, and exertions as aforesaid, the Indians permitted the said Gratiot to dig in their country without molestation; that he frequently talked with the said Indians, and they always expressed themselves as satisfied with what the said Gratiot had done for them. From what I knew of the Indians at that time, I am confident had it not been for the said purchase, and by the large payments continually made to them, no digging for ore would have been permitted by them in their country. This deponent further states that he is in no way interested in the matters stated herein, but that he states matters of which he had a personal knowledge, and about which his recollection is distinct.

J. W. SHULL.

STATE OF ILLINOIS, }
Stephenson County. } ss.

JANUARY 31, 1846.

This day, personally appeared before me, the above named Jesse W. Shull, who made oath that the matters stated in the above affidavit are true.

LEWIS EIBLER,
Justice of the peace for said county.

FEBRUARY 2, 1846.

I certify that I am acquainted with Jesse W. Shull. I have known him since the year 1827; that he is a man of good character, and that I believe his statements, as contained in the within affidavit, to be true. The statements under oath, made by Mr. Shull, I have heard frequently from other persons, who were in the Indian country at the time referred to in the within affidavit.

HENRY DODGE.

DISTRICT OF COLUMBIA, }
City and County of Washington. } ss.

This day, personally appeared before me, the undersigned, a notary public within and for the said city and county, E. B. Washburne, who made oath that he is well acquainted with Lewis Eibler, before whom the annexed affidavit was sworn to, and that the time the said affidavit was taken he knew the said Eibler to be an acting justice of the peace within and for the county of Stephenson, and State of Illinois.

E. B. WASHBURN.

Sworn before me,

CHARLES DE SELDING,
Notary Public.

No. 11.

TERRITORY OF WISCONSIN, }
Iowa County, } ss.

I, George Schellenger, of the said county and Territory, being duly sworn on his oath, doth depose and say that I was well acquainted with the late Colonel Henry Gratiot, of Gratiot's Grove, Wisconsin. I first became acquainted with him in the month of June, 1827. The whole of this section of the country, in which Gratiot's grove is, was then in possession of the Winnebago Indians, up to the year 1830, and they claimed it as their own. I was in the employment constantly of the said Gratiot, from June, 1827, to 1831, and I was well acquainted with his business transactions. The said Gratiot was then living in the Indian country, at Gratiot's grove, and continued to live there until he died, in 1835; and, from 1827 up to 1831, he carried on a very extensive business of mining and smelting; he having purchased the right of the Indians to remain in their country and mine for lead ore. I do not know, of my own personal knowledge, the particulars of the first purchase made of the said Indians, by Gratiot, Shull and Van-

metre, in 1826; but I do know, of my own knowledge, of payments being made from time to time during the years of 1827, 1828, 1829 and 1830, by the said Gratiot to the said Indians, for the said privilege of remaining in the Indian country and digging for lead ore. I cannot state the amount of all these various payments made on the said purchase by the said Gratiot, but I was personally knowing to a great many payments being made in flour, pork, corn, blankets, strouding, calico, tobacco, &c., running through the years 1827, 1828, 1829 and 1830; and I know the amount was very large. I know of one lot of two thousand dollars worth of Indian goods brought into the Indian country, at Gratiot's grove, by the said Gratiot, which went to the said Indians, as I believe, though I did not see them all paid out. I know this, because I hauled the goods from St. Louis myself, and delivered a great many of them to the said Indians. I do further state that from the said purchase, made as aforesaid by the said Gratiot, and from constant and expensive presents to the said Indians, during the above named years, the said Gratiot was permitted, by the Indians, to remain in their country and pursue his business of mining and smelting. And further this deponent saith not.

GEORGE SCHELLENGER.

TERRITORY OF WISCONSIN, }
Iowa County, } ss.

Personally appeared before me, the undersigned, a justice of the peace, in and for the said county, the above named George Schellenger, who made oath that the above affidavit, by him subscribed, is true.

Witness my hand this 5th day of February, 1846.

BENJAMIN F. ANKENY,
Justice of the Peace.

We, the undersigned, do hereby certify that we are well acquainted with the above named George Schellenger, and have been for several years; that he is a man of good character and standing, and that full credit is due to all his statements.

FRED. STUHL,
CHAS. S. HEMPSTEAD.

FEBRUARY 5, 1846.

DISTRICT OF COLUMBIA, }
City and county of Washington, } ss.

Personally appeared before me, the undersigned, a notary public within and for the said city and county, E. B. Washburne, who, being duly sworn according to law, made oath that he is well acquainted with Benjamin F. Ankeny, before whom the within affidavit was taken, and that at the time of taking the said affidavit he

knew the said Ankeny to be an acting justice of the peace, in and for the county of Iowa, and Territory of Wisconsin.

E. B. WASHBURN.

Sworn before me,

CHARLES DE SELDING,
Notary Public.

No. 12.

STATE OF ILLINOIS, }
Jo Daviess county, } ss.

Peter Rindisbacker, of the said county and State, being duly sworn, on his oath depose and say, that he was acquainted with the late Col. Henry Gratiot; that he became acquainted with him at what is now called Gratiot's grove, Wisconsin, in 1826; that the Winnebago Indians were then the owners of all the country in that region, and were living about there. I went into the employment of Colonel Gratiot in 1827, and remained with him for two years. He was then largely engaged in mining and smelting in the Indian country at the said grove—he having purchased the right of mining and smelting and carrying on his business of the said Indians—together with Shull and Vanmetre. He cannot state the particulars of the first purchase made from the Indians by the said Gratiot, Shull, and Vanmetre, but he knows of Gratiot subsequently purchasing out the right of Shull and Vanmetre. He knows of many payments being made to the said Indians by the said Gratiot in 1827 and 1828, for the privilege of remaining in the Indian country and digging for lead ore, and particularly of three loads of Indian goods and provisions being paid to them either in 1827 or 1828—most of which this deponent saw delivered to the Indians himself. He cannot state the amount of all the goods so paid as aforesaid, but he knows it must have been very large; for besides these three loads of goods that he saw delivered to the said Indians, he is knowing of large amounts of other goods and provisions being paid out to them at different times within the two years he was in the employ of the said Gratiot. He was acquainted with Colonel Gratiot's business transactions, and the matters herein stated he knows of his own personal knowledge, and his recollection is very distinct upon the subject.

P. RINDISBACKER.

STATE OF ILLINOIS, }
Jo Daviess county, city of Galena, } ss:

I, William C. Bostwick, a notary public, in and for said city, do hereby certify, that Peter Rindisbacker, whose name is subscribed to the foregoing affidavit, signed the same in my presence, and was

by me duly sworn thereto, at my office, in Galena, Illinois, this 5th day of February, A. D. 1846.

In testimony whereof, I have hereunto set my hand and affixed my seal notarial at my office, in Galena aforesaid, the day
[L. S.] and year last above written.

WM. C. BOSTWICK,
Notary Public.

FEBRUARY 6, 1846.

We do hereby certify that we are well acquainted with the above named Peter Rindisbacker, and have been for several years; that he is a man of his word, and implicit reliance can be placed in all his statements.

CHARLES G. THOMAS,
W. C. E. THOMAS,
CHAS. S. HEMPSTED.

STATEMENT

From the lead property returns of Captain Thomas Legate, from 1st July, 1829, to 1st October, 1830.

	Amount paid.	Amount charged.	Amount due.
<i>Settlement from 1st July, 1829, to 1st October.</i>			
H. Gratiot.....	44,660		
Gratiot & Terry.....	11,419		
<i>Settlement from 1st October, 1829, to 1st January, 1830.</i>			
H. Gratiot.....	13,707		
Gratiot & Terry.....		6,692	6,692
<i>Settlement from 1st January, 1830, to 1st April.</i>			
H. Gratiot.....	13,758	17,758	4,000
Gratiot & Terry.....		9,678	9,678
<i>Settlement from 1st April, to 1st July, 1830.</i>			
H. Gratiot.....	19,274	16,274	2,000
Gratiot & Terry.....	1,970	13,151	11,181
<i>Settlement from 1st July, to 1st October, 1830.</i> (Neither of the above names are mentioned.)			

TREASURY DEPARTMENT,
Second Auditor's Office, February 18, 1848.

SIR: In answer to your letter of the 12th instant, I have to state that there is no evidence in this office, that prior to 1st July, 1829, any property returns for rent lead, paid at the upper Mississippi lead mines, were received at this office, either from the superintendent or otherwise. In fact, the official letter of 19th December, 1826, calls upon Lieutenant M. Thomas, the then superintendent, for the property returns, as follows: "I must request the favor of you to furnish me, as early as convenient, with an account of the sales, &c., of lead, the proceeds of which you credit in your account for first and second quarter of the present year." Lieutenant Thomas made no returns up to 1st July, 1829; and Captain Legate being appointed superintendent, furnished them from last date to and beyond 1st October, 1830, a period in advance of your call—a copy of which you will find accompanying this letter.

Very respectfully,

JOHN M. McCALLA,
Second Auditor.

Hon. JOHN A. ROCKWELL,
Chairman Committee of Claims, House of Representatives.